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9 COUNTY OF SAN LUIS OBISPO (sued herein as COUNTY
10 OF SAN LUIS OBISPO, a governmental entity, form unknown)

11 UNITED STATES DISTRICT COURT

12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 LINDA COOPER, Individually, And) Case No.: 2:24-cv-08187-SVW(AJRx)
14 On Behalf Of The Estate Of Decedent,)
15 ELINA QUINN BRANCO,) DEFENDANT COUNTY OF SAN
16 Plaintiff,) LUIS OBISPO'S ANSWER TO
17 vs.) PLAINTIFF'S COMPLAINT; AND
18 COUNTY OF SAN LUIS OBISPO, a) DEMAND FOR JURY TRIAL
19 governmental entity, form unknown,)
20 SIERRA MENTAL WELLNESS)
21 GROUP, a California Non-Profit)
22 Corporation, JASON HOOSON,)
23 individually, SAVANNAH)
24 WILLIAMS, individually; JOSH)
25 SIMPSON, individually; BONNIE)
26 SAYERS, individually; JULIA)
27 TIDIK, individually; BETHANY)
28 AURIOLES, individually, JANET)
BROWN, individually, SHELLIE)
WATSON, individually; DOES 1)
through 10, inclusive,)

)

1 Defendants.)
2 _____)
3)

4) *Complaint filed 9/23/24*
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7

8 COMES NOW, Defendant COUNTY OF SAN LUIS OBISPO (sued herein as
9 COUNTY OF SAN LUIS OBISPO, a governmental entity, form unknown)
10 (hereinafter referred to as “Defendant”) and answers the Complaint on file herein, and
11 the allegations and the paragraphs presented therein, as they are presented, respectively
12 as follows:

13 **ANSWER TO COMPLAINT**

14 1. With respect to the allegations in paragraph 1, the Complaint’s paragraph
15 comprises legal conclusions for which no responses are required.

16 2. With respect to the allegations in paragraph 2, this Defendant admits that
17 Plaintiff is bringing this action on behalf of Elina Quinn Branco, who was at the Crisis
18 Stablization Unit (“CSU”) on May 15-16, 2024, and who is now deceased; and that the
19 action is brought against the named defendants and seeks monetary damages. This
20 Defendant denies the remaining allegations.

21 3. With respect to the allegations in paragraph 3, this Defendant denies the
22 allegations.

23 4. With respect to the allegations in paragraph 4, this Defendant admits that the
24 action is purportedly brought, under the U.S. Constitution and state statutes, to redress
25 alleged injuries and death to the decedent, but this Defendant denies the remaining
26 allegations, including those alleging any wrongdoing by this Defendant or that any
27 claimed injuries including the death of decedent Elina Branco was caused by this
28 Defendant.

29 5. With respect to the allegations in paragraph 5, this Defendant admits that the
30 County of San Luis Obispo received a Government Tort Claim dated July 5, 2024 for
31 alleged violations of Plaintiff and decedent’s rights; but this Defendant denies any
32 violation of such rights; and denies the remaining allegations in the paragraph.

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2 6. With respect to the allegations in paragraph 6, this Defendant lacks
3 sufficient knowledge and information to admit or deny the allegations, and on that
4 basis denies them.

5 7. With respect to the allegations in paragraph 7, this Defendant admits the
6 allegations.

7 8. With respect to the allegations in paragraph 8, this Defendant admits the
8 allegations.

9 9. With respect to the allegations in paragraph 9, this Defendant denies the
10 allegations.

11 10. With respect to the allegations in paragraph 10, this Defendant admits the
12 allegations.

13 11. With respect to the allegations in paragraph 11, this Defendant admits
14 Plaintiff is an individual; but lacks sufficient knowledge and information to admit or
15 deny the remaining allegations, and on that basis denies them.

16 12. With respect to the allegations in paragraph 12, this Defendant admits the
17 County of San Luis Obispo is a government entity that can be sued under certain state
18 and federal laws, assuming certain requirements and elements are met; and no
19 governmental immunities apply.

20 13. With respect to the allegations in paragraph 13, this Defendant admits the
21 CSU is owned by the County of San Luis Obispo and that SIERRA had a contract to
22 provide mental health and other services to individuals at the CSU. The remaining
23 allegations call are legal conclusions for which no further response is required.

24 14. With respect to the allegations in paragraph 14 this Defendant admits that
25 SIERRA had a contract with the County of San Luis Obispo to provide mental health
26 and other services. This Defendant lacks sufficient knowledge and information to
27 admit or deny the allegations, and on that basis denies them.

28 15. With respect to the allegations in paragraph 15 this Defendant admits that

1 Defendant Simpson was not a County employee; and as to the remaining allegations,
2 this Defendant lacks sufficient knowledge and information to admit or deny the
3 allegations, and on that basis denies them.

4 16. With respect to the allegations in paragraph 16 this Defendant admits that
5 Defendant Williams was not a County employee; and as to the remaining allegations,
6 this Defendant lacks sufficient knowledge and information to admit or deny the
7 allegations, and on that basis denies them.

8 17. With respect to the allegations in paragraph 17, this Defendant admits that
9 Hooson was a licensed psychiatric technician for the County of San Luis Obispo, and
10 working as a youth triage crisis evaluator at all times. This Defendant denies the
11 remaining allegations.

12 18. With respect to the allegations in paragraph 18, this Defendant admits that
13 Defendant Watson was not a County employee; and as to the remaining allegations,
14 this Defendant lacks sufficient knowledge and information to admit or deny the
15 allegations, and on that basis denies them.

16 19. With respect to the allegations in paragraph 19, this Defendant admits that
17 Defendant Brown was not a County employee; and as to the remaining allegations, this
18 Defendant lacks sufficient knowledge and information to admit or deny the allegations,
19 and on that basis denies them.

20 20. With respect to the allegations in paragraph 20, this Defendant admits that
21 Defendant Sayers was not a County employee; and as to the remaining allegations, this
22 Defendant lacks sufficient knowledge and information to admit or deny the allegations,
23 and on that basis denies them.

24 21. With respect to the allegations in paragraph 21, this Defendant admits that
25 Defendant Tidik was not a County employee; and as to the remaining allegations, this
26 Defendant lacks sufficient knowledge and information to admit or deny the allegations,
27 and on that basis denies them.

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1 22. With respect to the allegations in paragraph 22, this Defendant admits that
2 Defendant Aurioles was not a County employee; and as to the remaining allegations,
3 this Defendant lacks sufficient knowledge and information to admit or deny the
4 allegations, and on that basis denies them.

5 23. With respect to the allegations in paragraph 23, this Defendant admits that
6 Defendant Williams was not a County employee; and as to the remaining allegations,
7 this Defendant lacks sufficient knowledge and information to admit or deny the
8 allegations, and on that basis denies them.

9 24. With respect to the allegations in paragraph 24, this Defendant denies the
10 allegations.

11 25. With respect to the allegations in paragraph 25, this Defendant denies the
12 allegations.

13 26. With respect to the allegations in paragraph 26, this Defendant denies the
14 allegations.

15 27. With respect to the allegations in paragraph 27, this Defendant denies the
16 allegations.

17 28. With respect to the allegations in paragraph 28, this Defendant denies the
18 allegations.

19 29. With respect to the allegations in paragraph 29, this Defendant lacks
20 sufficient knowledge and information to admit or deny the allegations, and on that
21 basis denies them.

22 30. With respect to the allegations in paragraph 30, this Defendant denies the
23 allegations.

24 31. With respect to the allegations in paragraph 31, this Defendant lacks
25 sufficient knowledge and information to admit or deny the allegations, and on that
26 basis denies them.

27 32. With respect to the allegations in paragraph 32, this Defendant lacks
28 sufficient knowledge and information to admit or deny the allegations, and on that

1 basis denies them.

2 33. With respect to the allegations in paragraph 33, this Defendant admits that
3 on May 15, 2024, Branco was at the Emergency Department at Twin Cities
4 Community Hospital; and lacks sufficient knowledge and information to admit or deny
5 the remaining allegations, and on that basis denies them.

6 34. With respect to the allegations in paragraph 34, this Defendant lacks
7 sufficient knowledge and information to admit or deny the allegations, and on that
8 basis denies them.

9 35. With respect to the allegations in paragraph 35, this Defendant lacks
10 sufficient knowledge and information to admit or deny the allegations, and on that
11 basis denies them.

12 36. With respect to the allegations in paragraph 36, this Defendant lacks
13 sufficient knowledge and information to admit or deny the allegations, and on that
14 basis denies them.

15 37. With respect to the allegations in paragraph 37, this Defendant admits that
16 Cooper met with Hooson at the hospital but denies that he was a mental health
17 evaluator from Sierra.

18 38. With respect to the allegations in paragraph 38, this Defendant admits that
19 Cooper and Hooson had a conversation at the hospital on the afternoon of May 15, but
20 denies the remaining allegations.

21 39. With respect to the allegations in paragraph 39, this Defendant admits that
22 Cooper and Hooson had a conversation at the hospital on the afternoon of May 15, and
23 that Cooper expressed concerns about Branco being discharged home but denies the
24 remaining allegations.

25 40. With respect to the allegations in paragraph 40, this Defendant admits that
26 Hooson assessed Branco at the hospital on the afternoon of May 15; and a 5150 hold
27 was placed on Branco; but denies the remaining allegations.

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1 41. With respect to the allegations in paragraph 41, this Defendant admits that
2 the italicized portions of the paragraph are contained within the referenced crisis
3 assessment form; but denies the remaining allegations.

4 42. With respect to the allegations in paragraph 42, this Defendant admits that
5 Hooson discussed Branco staying at the CSU pending possible admission to a private
6 facility in Tarzana that her mother was pursuing. Defendant denies the remaining
7 allegations.

8 43. With respect to the allegations in paragraph 43, this Defendant denies the
9 allegations.

10 44. With respect to the allegations in paragraph 44, this Defendant denies the
11 allegations.

12 45. With respect to the allegations in paragraph 45, this Defendant admits that
13 Emergency Department personnel at Twin Cities Community Hospital medically
14 cleared Branco for discharge, prior to Hooson arriving at the hospital on the afternoon
15 of May 15; and further admits that Branco's vital signs were stable enough for a 5150
16 hold to the CSU; and that Branco was placed on a 5150 hold for gravely disabled; and
17 that Hooson did transport Branco in a County vehicle to the CSU in the late afternoon
18 of May 15.

19 46. With respect to the allegations in paragraph 46, this Defendant lacks
20 sufficient knowledge and information to admit or deny the allegations, and on that
21 basis denies them.

22 47. With respect to the allegations in paragraph 47, this Defendant lacks
23 sufficient knowledge and information to admit or deny the allegations, and on that
24 basis denies them.

25 48. With respect to the allegations in paragraph 48 this Defendant admits
26 Hooson prepared a crisis assessment report and did a handoff of Branco with
27 SIERRA's CSU staff. This Defendant denies the remaining allegations.

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1 49. With respect to the allegations in paragraph 49, this Defendant admits
2 Hooson prepared a “CSU Acceptance Screening Tool” and that the SIERRA CSU staff
3 had it; and that the italicized language in the paragraph is contained within this
4 document. This Defendant denies the remaining allegations.

5 50. With respect to the allegations in paragraph 50, this Defendant lacks
6 sufficient knowledge and information to admit or deny the allegations, and on that
7 basis denies them.

8 51. With respect to the allegations in paragraph 51, this Defendant lacks
9 sufficient knowledge and information to admit or deny the allegations, and on that
10 basis denies them.

11 52. With respect to the allegations in paragraph 53, this Defendant admits that
12 Branco’s chart has such a note. This Defendant denies the remaining allegations.

13 53. With respect to the allegations in paragraph 53, this Defendant admits that
14 Branco’s chart has such a note. This Defendant denies the remaining allegations.

15 54. With respect to the allegations in paragraph 54, this Defendant admits that
16 Branco’s chart has such a note. This Defendant denies the remaining allegations.

17 55. With respect to the allegations in paragraph 55, this Defendant admits that
18 SIERRA staff found Branco unresponsive on the morning of May 15 and called 911 to
19 report that.

20 56. With respect to the allegations in paragraph 56, this Defendant admits that
21 the SLO Fire Department responded to the CSU to attend to Branco, and agrees at that
22 time that no amount of advanced lifecare support nor cardio pulmonary resuscitation
23 would have made a difference in reviving Branco.

24 57. With respect to the allegations in paragraph 57, this Defendant lacks
25 sufficient knowledge and information to admit or deny the allegations, and on that
26 basis denies them.

27 58. With respect to the allegations in paragraph 58, this Defendant admits a
28 Coroner’s investigation was done and the time of death approximated therein.

1 Defendant lacks sufficient knowledge and information to admit or deny the allegations,
2 and on that basis denies them.

3 59. With respect to the allegations in paragraph 59, this Defendant lacks
4 sufficient knowledge and information to admit or deny the allegations, and on that
5 basis denies them.

6 60. With respect to the allegations in paragraph 60, this Defendant lacks
7 sufficient knowledge and information to admit or deny the allegations, and on that
8 basis denies them.

9 61. With respect to the allegations in paragraph 61, this Defendant lacks
10 sufficient knowledge and information to admit or deny the allegations, and on that
11 basis denies them.

12 62. With respect to the allegations in paragraph 62, this Defendant denies the
13 allegations.

14 63. With respect to the allegations in paragraph 63, this Defendant denies the
15 allegations.

16 64. With respect to the allegations in paragraph 64, this Defendant denies the
17 allegations.

18 65. With respect to the allegations in paragraph 65, this Defendant denies the
19 allegations.

20 66. With respect to the allegations in paragraph 66, this Defendant denies the
21 allegations.

22 67. With respect to the allegations in paragraph 67, this Defendant denies the
23 allegations.

24 68. With respect to the allegations in paragraph 68, this Defendant denies the
25 allegations.

26 69. With respect to the allegations in paragraph 69, this Defendant denies the
27 allegations.

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1 70. With respect to the allegations in paragraph 70, this Defendant denies the
2 allegations.

3 71. With respect to the allegations in paragraph 71, this Defendant admits that
4 the CSU is staffed and operated by SIERRA under contract with the County of San
5 Luis Obispo; and that the physical description of the CSU in the complaint in
6 paragraph 71 is accurately stated.

7 72. With respect to the allegations in paragraph 72, this Defendant admits that
8 SIERRA had a contract with the County of San Luis Obispo to operate and provide
9 certain services, including mental health services, at the CSU and through the mobile
10 crisis unit under the terms of the contract; and that SIERRA was paid to provide those
11 services.

12 73. With respect to the allegations in paragraph 73, this Defendant admits that
13 persons can be placed on a hold under *Welfare and Institutions Code* section 5150
14 hold; that Hooson was a licensed psychiatric technician for the County and was
15 designated, and had the authority and training and qualifications to place Branco on a
16 *WIC* 5150 hold, and who did so on the afternoon of May 15 and appropriately
17 transported Branco to the CSU and its SIERRA staff that evening. This Defendant
18 denies the remaining allegations.

19 74. With respect to the allegations in paragraph 74, the Complaint's paragraph
20 comprises legal conclusions for which no responses are required.

21 75. With respect to the allegations in paragraph 75, this Defendant admits that
22 a 2021-2022 Grand Jury report was done; and any findings would be contained within
23 that report. This Defendant denies that at the time of the incident on May 15-16, 2024
24 that the CSU lacked adequate medical staffing in the form of nurses or physicians to
25 treat clients with urgent medical conditions; or that this Defendant had any knowledge
26 to the contrary.

27 76. With respect to the allegations in paragraph 76, this Defendant admits that
28 a 2021-2022 Grand Jury report was done; and refers Plaintiff to the report for the

1 actual findings of the Grand Jury and the information or evidence noted by the Grand
2 Jury. This Defendant denies the remaining allegations.

3 77. With respect to the allegations in paragraph 77, this Defendant at this time
4 lacks sufficient knowledge and information to admit or deny the allegations, and
5 therefore denies the allegations at this time.

6 78. With respect to the allegations in paragraph 78, this Defendant denies the
7 allegations.

8 79. With respect to the allegations in paragraph 79, the Complaint's paragraph
9 comprises legal conclusions for which no responses are required.

10 80. With respect to the allegations in paragraph 80, the Complaint's paragraph
11 comprises legal conclusions for which no responses are required.

12 81. With respect to the allegations in paragraph 81, the Complaint's paragraph
13 comprises legal conclusions for which no responses are required.

14 82. With respect to the allegations in paragraph 82, this Defendant admits the
15 allegation.

16 83. With respect to the allegations in paragraph 83, this Defendant incorporates
17 all prior responses stated therein to each referenced paragraph.

18 84. With respect to the allegations in paragraph 84, this Defendant denies the
19 allegations.

20 85. With respect to the allegations in paragraph 85, this Defendant denies the
21 allegations.

22 86. With respect to the allegations in paragraph 86, this Defendant denies the
23 allegations.

24 87. With respect to the allegations in paragraph 87, this Defendant denies the
25 allegations.

26 88. With respect to the allegations in paragraph 88, this Defendant denies the
27 allegations.

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1 89. With respect to the allegations in paragraph 89, this Defendant denies the
2 allegations.

3 90. With respect to the allegations in paragraph 90, this Defendant denies the
4 allegations.

5 91. With respect to the allegations in paragraph 91, this Defendant denies the
6 allegations.

7 92. With respect to the allegations in paragraph 92, this Defendant
8 incorporates all prior responses stated therein to each referenced paragraph.

9 93. With respect to the allegations in paragraph 93, the Complaint's paragraph
10 comprises legal conclusions for which no responses are required.

11 94. With respect to the allegations in paragraph 94, this Defendant denies the
12 allegations.

13 95. With respect to the allegations in paragraph 95, this Defendant denies the
14 allegations.

15 96. With respect to the allegations in paragraph 96, this Defendant denies the
16 allegations.

17 97. With respect to the allegations in paragraph 97, this Defendant denies the
18 allegations.

19 98. With respect to the allegations in paragraph 98, this Defendant
20 incorporates all prior responses stated therein to each referenced paragraph.

21 99. With respect to the allegations in paragraph 99, the Complaint's paragraph
22 comprises legal conclusions for which no responses are required.

23 100. With respect to the allegations in paragraph 100, the Complaint's
24 paragraph comprises legal conclusions for which no responses are required.

25 101. With respect to the allegations in paragraph 101, this Defendant denies
26 the allegations.

27 102. With respect to the allegations in paragraph 102, this Defendant denies
28 the allegations.

1 103. With respect to the allegations in paragraph 103, this Defendant denies
2 the allegations.

3 104. With respect to the allegations in paragraph 104, this Defendant denies
4 the allegations.

5 105. With respect to the allegations in paragraph 105, this Defendant denies
6 the allegations.

7 106. With respect to the allegations in paragraph 106, this Defendant denies
8 the allegations.

9 107. With respect to the allegations in paragraph 107, this Defendant
10 incorporates all prior responses stated therein to each referenced paragraph.

11 108. With respect to the allegations in paragraph 108, the Complaint's
12 paragraph comprises legal conclusions for which no responses are required.

13 109. With respect to the allegations in paragraph 109, this Defendant denies
14 the allegations.

15 110. With respect to the allegations in paragraph 110, this Defendant denies
16 the allegations.

17 111. With respect to the allegations in paragraph 111, this Defendant denies
18 the allegations.

19 112. With respect to the allegations in paragraph 112, this Defendant denies
20 the allegations.

21 113. With respect to the allegations in paragraph 113, this Defendant denies
22 the allegations.

23 114. With respect to the allegations in paragraph 114, this Defendant denies
24 the allegations.

25 115. With respect to the allegations in paragraph 115, this Defendant
26 incorporates all prior responses stated therein to each referenced paragraph.

27 116. With respect to the allegations in paragraph 116, the Complaint's
28 paragraph comprises legal conclusions for which no responses are required.

1 117. With respect to the allegations in paragraph 117, this Defendant denies
2 the allegations.

3 118. With respect to the allegations in paragraph 118, this Defendant denies
4 the allegations.

5 119. With respect to the allegations in paragraph 119, this Defendant denies
6 the allegations.

7 120. With respect to the allegations in paragraph 120, this Defendant denies
8 the allegations.

9 121. With respect to the allegations in paragraph 121, this Defendant denies
10 the allegations.

11 122. With respect to the allegations in paragraph 122, this Defendant
12 incorporates all prior responses stated therein to each referenced paragraph.

13 123. With respect to the allegations in paragraph 123, this Defendant denies
14 the allegations.

15 124. With respect to the allegations in paragraph 124, this Defendant denies
16 the allegations.

17 125. With respect to the allegations in paragraph 125, this Defendant denies
18 the allegations.

19 126. With respect to the allegations in paragraph 126, this Defendant denies
20 the allegations.

21 127. With respect to the allegations in paragraph 127, this Defendant denies
22 the allegations.

23 128. With respect to the allegations in paragraph 128, this Defendant denies
24 the allegations.

25 129. With respect to the allegations in paragraph 129, this Defendant denies
26 the allegations.

27 130. With respect to the allegations in paragraph 130, this Defendant denies
28 the allegations.

1 131. With respect to the allegations in paragraph 131, this Defendant
2 incorporates all prior responses stated therein to each referenced paragraph.

3 132. With respect to the allegations in paragraph 132, this Defendant denies
4 the allegations.

5 133. With respect to the allegations in paragraph 133, this Defendant denies
6 the allegations.

7 134. With respect to the allegations in paragraph 134, this Defendant denies
8 the allegations.

9 135. With respect to the allegations in paragraph 135, this Defendant denies
10 the allegations.

11 136. With respect to the allegations in paragraph 136, this Defendant denies
12 the allegations.

13 137. With respect to the allegations in paragraph 137, this Defendant
14 incorporates all prior responses stated therein to each referenced paragraph.

15 138. With respect to the allegations in paragraph 138, the Complaint's
16 paragraph comprises legal conclusions for which no responses are required.

17 139. With respect to the allegations in paragraph 139, the Complaint's
18 paragraph comprises legal conclusions for which no responses are required.

19 140. With respect to the allegations in paragraph 140, this Defendant denies
20 the allegations.

21 141. With respect to the allegations in paragraph 141, this Defendant denies
22 the allegations.

23 142. With respect to the allegations in paragraph 142, this Defendant denies
24 the allegations.

25 143. With respect to the allegations in paragraph 143, this Defendant denies
26 the allegations.

27 144. With respect to the allegations in paragraph 144, this Defendant denies
28 the allegations.

145. With respect to the allegations in paragraph 145, this Defendant incorporates all prior responses stated therein to each referenced paragraph.

146. With respect to the allegations in paragraph 146, the Complaint's paragraph comprises legal conclusions for which no responses are required.

147. With respect to the allegations in paragraph 147, this Defendant denies the allegations.

148. With respect to the allegations in paragraph 148, this Defendant denies the allegations.

149. With respect to the allegations in paragraph 149, this Defendant denies the allegations.

150. With respect to the allegations in paragraph 150, this Defendant denies the allegations.

151. With respect to the allegations in paragraph 151, this Defendant denies the allegations.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE – FAILURE TO

STATE A CLAIM

152. The complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE - FRIVOLOUS

153. This action is frivolous, and was filed without any good faith basis or reasonable cause or belief that a justifiable controversy existed under the facts or law, thus each answering party is entitled to reasonable costs and expenses, including attorney fees, incurred in defending this action, under 28 U.S.C. section 1927, *Federal Rules of Civil Procedure* Rule 11, and/or other applicable federal laws including 42 U.S.C. § 1988.

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1 **THIRD AFFIRMATIVE DEFENSE –COMPARATIVE**
2 **FAULT- FAULT OF OTHERS**

3 154. Any and all events and happenings in connection with the allegations
4 contained in the Plaintiff's Complaint were proximately caused and contributed to by
5 the negligence and other legal fault of Plaintiff, Plaintiff's decedent, and/or others,
6 including other parties and entities. If there is a verdict in favor of Plaintiff and against
7 this Defendant, said verdict should in proportion to this Defendant's pro-rata
8 responsibility. To the extent that it is necessary, this answering Defendant may be
9 entitled to partial indemnity from others on a comparative fault basis.

10 155. This Defendant's liability, if any, for Plaintiff's non-economic
11 damages on the state claims is limited to this Defendant's proportionate share of fault
12 in accordance with California Civil Code section 1431.2 and any damages awarded to
13 any Plaintiff against this Defendant should be reduced accordingly.

14 **FOURTH AFFIRMATIVE DEFENSE – INTERVENING**
15 **AND SUPERCEDING CAUSE**

16 156. This Defendant is not liable for any wrongful or criminal conduct by any
17 third party.

18 **FIFTH AFFIRMATIVE DEFENSE – INDEMNIFICATION**

19 157. This Defendant is entitled to a right of indemnification by
20 apportionment against all other parties and persons whose negligence or wrongdoing
21 contributed proximately to the happening of the claimed accident or alleged injuries.

22 **SIXTH AFFIRMATIVE DEFENSE – CONTRIBUTION**

23 158. This Defendant is entitled to a right of contribution from any person
24 whose negligence proximately contributed to the happening of the claimed accident or
25 alleged injuries, should there be a verdict against this Defendant.

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1 **SEVENTH AFFIRMATIVE DEFENSE –**
2 **FAILURE TO MITIGATE**

3 159. Plaintiff has failed to mitigate the damages, if any, which such
4 Plaintiff has sustained, and to exercise reasonable care to avoid the consequences of
5 harms, if any, in that, among other things, Plaintiff has failed to use reasonable
6 diligence in caring for any injuries, failed to use reasonable means to prevent
7 aggravation of any injuries and failed to take reasonable precautions to reduce any
8 injuries and damages.

9 **EIGHTH AFFIRMATIVE DEFENSE –**
10 **COLLATERAL SOURCE**

11 160. To the extent Plaintiff has received collateral source payments before the
12 trial of this action, this Defendant reserves the right to move for a reduction of any
13 verdict rendered in the amount of the collateral source payments pursuant to the
14 provisions of California *Government Code* section 985.

15 **NINTH AFFIRMATIVE DEFENSE – PRIVILEGE**

16 161. The conduct of this Defendant was privileged and did not violate or
17 interfere with the rights of Plaintiff, thus barring the claims herein.

18 **TENTH AFFIRMATIVE DEFENSE -- IMMUNITY**
19 **FOR DISCRETIONARY ACTS**

20 162. As to the state claims, except as otherwise provided by statute, a public
21 entity, such as this Defendant is not liable for an injury resulting from the discretionary
22 acts of its employees, whether or not such discretion be abused.

23 **ELEVENTH AFFIRMATIVE DEFENSE –**
24 **NO STATUTORY BASIS**

25 163. As to some of the state claims, Plaintiff fails to identify the requisite
26 statutory basis for the claims.

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WHEREFORE, this Defendant prays as follows:

1. The Court finds that the claim is frivolous, unreasonable, and groundless, entitling this Defendant to attorney's fees and costs pursuant to 42 U.S.C. section 1988 and/or Rule 11;

2. That judgment be entered in favor of this Defendant;

3. For costs of suit herein;

4. Such other and further relief as this Court deems just and proper.

DATED: November 22, 2024

SMITH LAW OFFICES, LLP

Douglas Smith

By:

Douglas C. Smith

La Brea A. Hill

**Attorneys for Defendant
COUNTY OF SAN JUAN**

COUNTY OF SAN LUIS OBISPO (sued herein as COUNTY OF SAN LUIS OBISPO, a governmental entity, form unknown)

DEMAND FOR JURY TRIAL

Defendant herein demands a Jury trial as to all the issues framed by the pleading pursuant to *Federal Rule Civil Procedure* 38(b) and Local Rule 38-1.

DATED: November 22, 2024

SMITH LAW OFFICES, LLP

Douglas Smith
By: _____
Douglas C. Smith
La Brea A. Hill
Attorneys for Defendant
COUNTY OF SAN LUIS OBISPO (sued
herein as COUNTY OF SAN LUIS
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